



CITIZEN PORTAL SERVICES AGREEMENT

This Citizen Portal Services Agreement ("**Agreement**") is entered into as of the date signed by Nuvei (the "**Effective Date**") by and between the City of Albion, NE ("**Client**") with its principal place of business at 420 West Market Street, Albion, NE 68620 and Paya, Inc., a Delaware corporation and wholly owned subsidiary of Nuvei, located at 303 Perimeter Center N., Suite 600, Atlanta, GA 30346 ("**Nuvei**"). Each Nuvei and Client may be referred to individually as "**party**" or collectively as "**parties**."

WHEREAS, Nuvei provides electronic bill payment services to utilities, municipalities and other businesses and Nuvei desires to provide, and Client desires to receive, certain related services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows.

1. DEFINITIONS. For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them herein unless the context clearly indicates otherwise.

- a. "**Average Bill Amount**" shall mean the total Payment Amounts collected through the Nuvei system in a given month divided by the number of the Payments for the same month.
- b. "**Card**" shall mean a credit card or debit card.
- c. "**Citizen**" shall mean the customers of Client.
- d. "**Effective Date**" shall be the last date upon which all parties have signed this Agreement.
- e. "**IVR**" means interactive voice response.
- f. "**Payment**" shall mean a payment by a Citizen for Client services or Client bills.
- g. "**Payment Amount**" shall mean the amount of any Payment.

2. DESCRIPTION OF SERVICES. Nuvei shall provide Citizens the opportunity to make Payments by Visa, MasterCard, Discover, American Express, E-Check and other payment methods as deemed appropriate by Nuvei, including IVR interface, Text and Pay and mobile

(the “**Services**”). Payments may be made by secure Internet interface provided at the Nuvei website or other websites (“**Websites**”) as part of Nuvei’s payment services (such payment methods collectively referred to as the “**System**”). Nuvei shall perform in a professional manner all Services required to be performed under this Agreement.

3. COMPENSATION.

- a. Nuvei will charge monthly fees and transactional fees as set forth in Schedule A (“**Nuvei Service Fee**”).
- b. For each Payment, the Nuvei Service Fee collected will be used in part to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or E-Checks (“**Transaction Fees**”) except for the return items (E-Check returns or Credit/Debit Card chargebacks).
- c. A Nuvei Fee Schedule is attached hereto as Schedule A. The Nuvei Service Fee is based on the Average Bill Amount, which is calculated on assumptions of the total number of payments, the total Payment Amount collected, and a mix of 60 % debit card and 40% credit cards on all cards used by Citizen to pay their invoice each month. This Schedule may adjust due to changes in the Visa, MasterCard, Discover or other Card regulations, or changes in card fees. An amendment to this Agreement will be executed to reflect any changes in fees.

4. PAYMENT PROCESSING.

- a. **Integration with Client’s Billing System.** At no cost to Client, Nuvei’s implementation team will deliver all required data file templates such as bill file, balance file, misc. charges and payment file. Client will be responsible to provide Nuvei with data in these formats and will fully cooperate with Nuvei during the development of the said interface. During the implementation process, Nuvei will determine the most efficient integration process via daily data imports, automated file transfer via secure file transfer protocols (SFTP) or application programming interface (API) Integration. The Nuvei implementation team will work with Client’s billing system technology team to develop and test the data integrations. If Client desires work beyond the scope of Nuvei’s data file templates, Client and Nuvei will agree to additional scope of work document with estimated costs provided to Client for approval. The rates charged for this work are included in Schedule A.
- b. **Explicit Citizen Confirmation.** Nuvei shall confirm the dollar amount of all Payments and electronically obtain Citizen approval of such charges prior to initiating Card or other authorizing transactions. Nuvei will provide Citizen with electronic confirmation of all transactions.

5. GENERAL CONDITIONS OF SERVICES.

- a. **Service Reports.** Nuvei shall provide Client with reports summarizing use of the Services by Citizens for each reporting period via the platform reporting tools.

b. **Citizen Adoption Communication by Client.**

- i. Client will make the Services available to its Citizens by multiple means of Client communication including: a) through bills, invoices and other notices; b) by providing details on Client's website on a mutually agreed upon prominent place on the website; or c) other channels required by Nuvei and reasonably acceptable to Client.
- ii. Nuvei shall provide Client with logos, graphics, and other marketing materials for Client's use in its communications with its Citizens regarding the Services and/or Nuvei.
- iii. Both parties agree that Nuvei will be presented as a credit/debit card, ACH and eCheck payment method option for Client. Client will communicate the Nuvei payment option to its Citizens wherever Client usually communicates its other payment methods.
- iv. Both parties agree that Nuvei will be the leading provider of credit/debit card and e-Check payment services and listed (where applicable) on Client's website, IVR, and communications for Client.

c. **Client's Responsibilities.** In order for Nuvei to provide the Services, in addition to the steps described in Section 5(b) above, Client shall reasonably cooperate with Nuvei, including by:

- i. Entering into all applicable Card or cash management agreements;
- ii. Adding the phone number for the IVR payment method to its Website (at the applicable time);
- iii. Adding the IVR payment and agent assisted payment options as part of Client's general phone system (at the applicable time); and
- iv. Providing to Nuvei all file formats required for integration with Client billing system. Client will fully cooperate with Nuvei and provide the information required to integrate with Client's billing system.

6. TERM AND TERMINATION.

- a. **Term, Renewal, Termination.** The initial term of this Agreement shall be a period of (36) months, commencing on the Effective Date. This Agreement will then automatically renew for successive terms of thirty-six (36) months each, unless either party gives notice of its intent not to renew at least ninety (90) days prior to the expiration of the then-current term, in which case this Agreement shall terminate at the end of then-current term.

- b. **Material Breach.** Either party may terminate this Agreement upon a material breach of this Agreement by the other party, which remains uncured for thirty (30) calendar days after notice.
- c. **Obligations Upon Termination.** Specifically, in addition to and in lieu of any requirements or limitations contained elsewhere in this Agreement, upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for, and all refundable transactions have been completed. Upon termination, Nuvei shall cease all Services being provided hereunder unless otherwise directed by Client in writing or as required by any Visa or MasterCard rules.

7. INTELLECTUAL PROPERTY. In order that Client may promote the Services and Nuvei's role in providing the Services, Nuvei grants to Client a revocable, non-exclusive, royalty-free, license to use Nuvei's logo and other service marks (the "**Nuvei Marks**") for such purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Nuvei on the IVR or the Website) or other intellectual property right of Nuvei ("**Nuvei Intellectual Property**"). All Nuvei Marks, Nuvei Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertaining thereto belong exclusively to Nuvei.

8. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NUVEI DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

9. LIMITATION OF LIABILITY.

- a. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES. NUVEI'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.
- b. The limitations of this Section 9 shall not apply in the event of either party's gross negligence, willful misconduct or fraud.

10. CONFIDENTIALITY.

- a. In connection with this Agreement, either party ("**Discloser**") may disclose Confidential Information (as defined below) to the other party ("**Recipient**"). "**Confidential Information**" means all non-public information, in any form, furnished or made available directly or indirectly by the Discloser to the Recipient,

- which is (i) written information which is marked or identified as confidential; (ii) oral or visual (or other non-tangible format) information identified as confidential at the time of disclosure which is summarized in writing to the Recipient promptly after such disclosure; or (iii) information which a reasonable person under the circumstances would know the Discloser intended to be treated as Confidential Information.
- b. Recipient agrees that, in consideration of being furnished with the Confidential Information, it shall (i) use the same degree of care to protect the Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (ii) use the Confidential Information solely for the purpose of performing its obligations hereunder; and (iii) not disclose the Confidential Information to any third parties, except to its Representatives if and to the extent they have a bona fide need to know the Confidential Information and are informed of the confidential nature of the Information and agree to be bound by confidentiality obligations no less stringent than those contained in this Agreement. **"Representatives"** means, collectively, the controlled affiliates of Nuvei or Client, as the case may be, and the respective directors, shareholders, employees, financial advisors, lenders, accountants, attorneys, agents, equity investors or controlling persons of Nuvei or Client, as the case may be, or their controlled affiliates. Each party will be responsible for any breach of this Agreement by their respective Representatives.
- c. This Agreement does not limit Nuvei's rights and obligations under any payment card or EFT agreement between Nuvei and Client to disclose Client's Confidential Information in order to perform Nuvei's obligations under such agreements.

11. MISCELLANEOUS.

- a. **Notices.** All notices of any type hereunder shall be in writing and shall be given by (i) certified or registered mail, return receipt, (ii) a national overnight carrier, or (iii) hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Client:

City of Albion, NE
Amber Wynn
420 West Market Street
Albion, NE 68620
utilityclerk@cityofalbion-ne.com
(402) 395-2428

To Nuvei:

Paya, Inc.
Attn: Ben Weiner
303 Perimeter Center N, Suite 600
Atlanta, GA 30346

With a copy to:

Paya, Inc.
Attn: General Counsel
303 Perimeter Center N, Suite 600
Atlanta, GA 30346

Notices shall be declared to have been given or received on the date delivered. Any party hereto, by giving notice in the manner set forth herein, may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

- b. **Governing Law.** This Agreement shall be governed by the laws of the state of Delaware, without regard to its conflict of laws principles.
- c. **Amendments; Modifications.** Modifications or changes to this Agreement must be in writing and executed by both parties.
- d. **Waiver.** No waiver of any term, condition or obligation of this Agreement is valid unless made in writing and signed by the party to which such performance is due. No failure or delay by any party at any time to enforce one or more of the terms, conditions or obligations of this Agreement: (i) constitutes waiver of such term, condition or obligation; (ii) precludes such party from requiring performance by the other party at any later time; or (iii) is deemed to be a waiver of any other subsequent term, condition or obligation, whether of like or different nature.
- e. **Severability.** If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement and this Agreement shall be read as if said word, sentence or paragraph did not exist.
- f. **Independent Contractor.** Nuvei is an independent service provider. Accordingly, nothing in this Agreement shall be deemed to create a partnership, joint venture, association, agency, trust, or employer- employee relationship between the parties.
- g. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signatures of the parties to this contract transmitted by PDF will be deemed to be their original signatures for all purposes.
- h. **Entire Agreement.** This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of Nuvei or Client with respect to the subject matter hereof.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties reaching a mutual understanding and meeting of the minds on the terms and conditions of the Citizen Portal Services Agreement above, sign and date below demonstrating their acceptance of the Agreement by their duly authorized representatives signing below.

ACCEPTED AND AGREED TO
BY AND BETWEEN:

Paya, Inc. ("**Nuvei**")

By: _____

Name: _____

Title: _____

Date: _____

City of Albion, NE ("**Client**")

By: _____

Name: _____

Title: _____

Date: _____

Schedule A

Nuvei Service Fee Schedule

- 3.95% with a \$2.50 minimum per transaction for each card payment (up to a \$1,000 max payment)
- \$1.95 per ACH/e-check payment (up to \$25,000 maximum payment)
- Processing fees paid by Payor

Miscellaneous Fees

- Chargeback - \$15.00 per chargeback
- Returned Check - \$15.00 per return e-check
- All fees include recurring, one-time payments, all payment channels, and all brands (Visa, MasterCard, and Discover).
- No charge for hosting, licensing, or per minute IVR fees
- No monthly statement charges
- Ingenico Lane 3000 - \$421.00 each

Installation, Training and Support

Fees waived for standard installation and support for the initial setup and personalization of Nuvei's standard service for Web, Mobile, and IVR interfaces. If Client desires work beyond the initial set-up and personalization of Web, mobile, and IVR interfaces, Client and Nuvei will agree to additional scope of work document with estimated costs provided to Client for approval.

Professional Services (optional): After launch (i.e., the date on which Client launches the Services to the Citizens)

\$155.00 per hour for software development, \$175.00 per hour for project management